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RECORDATION NO. Filed & Recorded

FEB 13 1973 - 1 30 PM

INTERSTATE COMMERCE COMMISSION

## RAILROAD CAR CHATTEL MORTGAGE-SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Morrison Car Leasing, Inc., a Kansas corporation with its registered office at 1700 East Iron Avenue, Salina, Saline County, Kansas, hereinafter referred to as "Debtor", does hereby grant unto the Bank of America National Trust & Savings Association, a national banking association with its principal place of business at P. O. Box 37001, 345 Montgomery Street, San Francisco, California 94104, hereinafter referred to as "Secured Party", a mortgage lien and security interest in certain railway cars, and any and all additions, accessions, substitutions and proceeds thereto and therefor, described as follows:

Car Number	Type AAR Mechanical Designation
MCLX 1900	Covered Hopper LO
MCLX 1901	Covered Hopper LO
MCLX 1902	Covered hopper LO
MCLX 3200	Covered Hopper .0
MCLX 2001	Covered Hopper 10
MCLX 2800	Covered Hopper 10
MCLX 4200	Covered Hopper 10
MCLX 3000	Insulated Box IB
MCLX 5700	Bulkhead Flat
MCLX 8900	Piggyback PC
MCTX 8305	Piggyback EC;

to secure all obligations of the Debtor to the Secured Party, howsoever created, evidenced or arising, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due.

DEBTOR WARRANTS AND COVENANTS: (1) That except for the security interest granted hereby Debtor is, or to the extent that this agreement states that the Collateral is to be acquired after the date hereof, will be, the owner of the Collateral free from any adverse lien, security interest or encumbrance; and that Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein. (2) That no financing statement covering the Collateral or any part thereof is on file in any public office and that at the request of Secured Party, Debtor will join with Secured Party in executing one or more financing statements pursuant to the Uniform Commercial Code in form satisfactory to Secured Party and will pay the cost of filing such financing statement, this security agreement and any continuation or termination statement, in all public offices wherever filing is deemed by Secured Party to be necessary or desirable. (3) To pay all taxes and assessments of every nature which may be levied or assessed against the Collateral. That the Collateral is in good condition, and that it will at its own expense, keep the same in good condition and from time to time, forthwith, replace and repair all such parts of

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#### INTERSTATE COMMERCE COMMISSION

### MAILSOAD CAR CLATHER HOMEGAGE-FECUREUX ALGERHEUT

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the Collateral as may be broken, worn out or lamaged without allowing any lien to be created upon the Collateral on account of such replacement or repairs, and that the secured Party may examine and inspect the Collateral at any time, wherever located.

UNTIL DEFAULT Debtor may have possession of the Collateral and use it in any manner not inconsistent with this agreement, and upon default Secured Party shall have the right to the immediate possession of the Collateral.

DEBTOR SHALL BE IN DEFAULT under this agreement upon the happening of any of the following events or conditions: default in the payment or performance of any obligation, covenant or liability contained or referred to herein or in any note evidencing the same; (2) any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor is found to have been false in any material aspect when made or furnished; (3) any event which results in the acceleration of the maturity of the indebtedness of Debtor to others under any indenture, agreement or undertaking; (4) destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (5) dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor.

UPON SUCH DEFAULT and at any time thereafter, or if it reasonably deems itself insecure, Secured Party may declare all obligations secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code. The secured party may assess all delinquency, collection and other charges in the maximum amounts permitted by law. Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made.

If any notification of intended disposition by the Secured Party of any of the Collateral is required by law, such notification, if mailed, shall be deemed reasonably and properly given if mailed at least ten (10) days before such disposition, postage prepaid, addressed to the Debtor either at the address shown above, or at any other address of the Debtor appearing on the records of the Secured Party. The right, duties and obligations hereunder of the Secured Party and the Debtor shall, unless otherwise required by law, be governed by the provisions of the Uniform Commercial Code as in effect from time to time and other laws of the State where filed.

No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. The taking of this security agreement shall not waive or impair any other security said Secured Party may

Fig. Collaboration is the broken, worm out or descret without all the following and last on account all such any last on or repairs, and that the Collaboral on account of such accusant and that the Secured Party may accurate and that the wherever accurate and the wherever according the secure according the secure according to the secure according the secure according to the secure accord

WHIL DEFAULT Voltor may have possession of the Collaboral can see its in any remarks inconcistent with this agreement, and upon default fourth party shall have the right to the canolists fraudiate respective of the Collateral.

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have or hereafter acquire for the payment of the above indebtedness, nor shall the taking of any such additional security waive or impair this security agreement, but said Secured Party may resort to any security it may have in the order it may deem proper, and notwithstanding any collateral security, Secured Party shall retain its rights of seto f against Debtor.

This Security Agreement and all of the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

The parties hereto have hereunto set their hands this 26 day of January, 1973.

DEBTOR:

MORRISON CAR LEASING, INC.

By Morrison, President

Attest:

Milton L. Morrison, Secretary

SECURED PARTY:

BANK OF AMERICA NATIONAL TRUST & SAVINGS ASSOCIATION

,... ( )

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John L. Chen, Loan Officer

State of Kansas

58

Saline County

On this 26 day of January, 1973, before me personally appeared Roger Morrison, to me personally known, who by me being duly sworn, says that he is the President of Morrison Car Leasing, Inc., a Kansas corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its soard of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission Expires:

June 7, 1975

Love or horseffice require for the payment of the above indobtedness, nor thall the telling of any such additional security walve or impair this scaunity agreement, but said Secured Party may report to any security it may have in the order it may doer proper, and notwithstanding any collateral security, heaved Party shall rotein its rights of setoif against Debtor.

Lits Security Agreement and all of the terms and provisions increase that Inure to the benefit of and be alading upon the auscentous and analyse of the parties hereto.

The parties have enavoluereunto set their hands this Affracts of January, 1973.

DEBTOR:

MORRISON CAR LEASING, INC.

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SHOWERD PARTY:

DANK OF ALTRICA HAR CHALL TAUST B SAVINGS ASSOCIATION

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John L. Chen boar Officer

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On this 36 day of January, 1973, before we personally and Reger Horrison, to me respondily known, who by me beauty duly success, and has he is the Fresident of Horrison Car Hesting, Inc., a dange collectables, that the deal affired to the foreign instruction, that the carpolate call of said corporation, that each instruction by authority of its soled on called of bath corporation by authority of its Board of Directoral of selections the selections that the selections are all deed of said corporation.

Lotery Public

'y Commission Englros:

Jus 22 1975

State of Kansas )
Saline County )

On this 26 day of January, 1973, before me personally appeared Milton L. Morrison, to me personally known, who by me being duly sworn, says that he is Secretary of Morrison Car Leasing, Inc., a Kansas corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission Expires:

June 7, 1975

State of California )

San Francisco County )

on this Gth day of February, 1973, before me personally appeared Fohn h. Chen, to me personally known, who being by me duly sworn, says that he is the Loan Officer of Bank of America National Trust & Savings Association, a national banking association, that the seal affixed to the foregoing instrument is the seal of said association, that said instrument was a gned and sealed on behalf of said association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Anite & best Notary Public

My Commission Expires:

12-5-74

OFFICIAL SEAL
ANITA EBERT
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNT
My Commission Expires Dec. 5, 1974

State of Karoas

3

Saline County

On this \$6 day of January, 1975, before me personally appeared Wilter L. Forrison, to se personally known, who by me being duty thom, says, that he is Secretary of Worrison Carlenning, Inc., a Tennes desporation, that the seal affixed to the foresting the true at the corporate seal of said corporation, that said corporate seal of said corporation, that said instrument was signed and staicd on behalf of said corporation by sutherety of its board of Directors, and he acknowled the creeking the corporation of the foregoing instrument was the free act out of said corporation.

Novary Public

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Jeff Trigg

State of California

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Notary Public

My Commingson amples

12-5-77

OFFICIAL SEAL
ANITA EBERT
MOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Commission Expires Dec. 5, 1974